

# TERMS AND CONDITIONS AGREEMENT

HypeGrowLabs.com | 5th Enterprise LLC

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15. DEFINITIONS AND INTERPRETATION
  - 1.1 "Company" shall mean HypeGrowLabs.com and 5th Enterprise LLC & Affiliates
  - 1.2 "Client" refers to the entity purchasing or utilizing Company services
  - 1.3 "Services" include lead generation, marketing, and related digital services
  - 1.4 "Leads" means potential customer information provided by the Company
16. SCOPE OF SERVICES
  - 2.1 Service Description
    - Lead generation through targeted digital marketing techniques & Data
    - Provision of potential customer contact information
    - Marketing strategy consultation & Data accumulation services
    - GMB & SEO services and strategies

## 2.2 Service Limitations

- No guarantee of conversion rates
- Leads provided "AS IS" without explicit warranties
- Client assumes full responsibility for lead utilization and compliance

## 3. CLIENT OBLIGATIONS AND RESPONSIBILITIES

### 3.1 Compliance Requirements

- Adherence to all applicable carriers, local, state, and federal regulations
- Proper handling and protection of lead information
- Ethical use of provided leads
- Maintenance of professional standards

### 3.2 Prohibited Activities

- Fraudulent lead manipulation
- Unauthorized data reproduction
- Misrepresentation of lead sources
- Violation of data protection laws

## 4. INTELLECTUAL PROPERTY RIGHTS

### 4.1 Ownership

- All Company methodologies, technologies, and processes are exclusively owned by the Company
- Protected under intellectual property laws
- No transfer of ownership through service provision

### 4.2 Restricted Use

- Clients prohibited from reproducing or mimicking Company processes
- Two-year non-compete worldwide provision post-service termination
- Strict confidentiality requirements

## DATA PROTECTION AND PRIVACY

### 5.1 Data Handling

- Client responsible for complete data management post-delivery
- Compliance with HIPAA and data protection regulations
- Implementation of robust security protocols

## 5.2 Consent and Transparency

- Explicit consent required for data usage
- Maintenance of detailed interaction records
- Secure data storage and management

## 6. FINANCIAL TERMS

### 6.1 Payment Conditions

- All invoices include applicable taxes
- No refunds or chargebacks after Data, Marketing, SEO implementation or lead delivery
- Company acts solely as transaction processors

## 6.2 Pricing and Billing

- Transparent pricing structure
- Immediate payment required
- Late payment or non-payment penalties of up to 3 times amounts may apply

## 7. LIMITATION OF LIABILITY

### 7.1 Liability Caps

- Maximum Company liability limited to total transaction value
- Company Not responsible for:
  - Lead conversion outcomes
  - Client's interpretation or use of leads
  - External legal or financial consequences
  - Company is not responsible for delays caused by events beyond their control, such as natural disasters, government actions, or technological failures

## 8. INDEMNIFICATION

### 8.1 Client Indemnification Obligations

- Protection of Company against:
  - Legal liabilities
  - Regulatory penalties
  - Damages arising from client's non-compliance
  - Coverage of all legal defense costs
  - Each Party ("Indemnifying Party") hereby agrees to indemnify, defend and hold harmless the other Party, its parent and subsidiary companies, and their respective officers, vendors, agents, directors, employees and authorized representatives (collectively, "Indemnified Party") from and against any claims, costs, losses, liabilities and expenses, including court costs, reasonable expenses, and reasonable attorneys' fees ("Losses") incurred by reason of any third-party claim arising out of, as a result of, or in connection with the Indemnifying Party's breach of any duty, representation, warranty or covenant hereunder.
  - The Party seeking indemnification ("Indemnified Party") shall promptly notify the other Party ("Indemnifying Party") in writing, of all such claims and shall accommodate the Indemnifying Party's reasonable requests for cooperation and information. The Indemnified Party shall agree to Indemnifying Party's sole control over the defense and any settlement of such claims; provided, however, that the Indemnifying Party may not agree to any settlement that could adversely affect the rights or interest of the Indemnified Party or does not include a full release of the Indemnified Party without their express written consent. The Indemnified Party may engage counsel of its own choosing and at its expense to monitor and assist in the defense of any claim. The foregoing indemnity obligations may not apply in the event, and to the extent that such claim is based on any action or omission of the Indemnified Party.
  - EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY PROVIDED HEREIN, ANY INDEMNITY GRANTED TO A PARTY IS GIVEN REGARDLESS OF CAUSE INCLUDING WHO MAY BE AT FAULT OR OTHERWISE RESPONSIBLE UNDER ANY CONTRACT, STATUTE, RULE, OR THEORY OF LAW, AND INCLUDING WITHOUT LIMITATION, THE SOLE, JOINT, OR CONCURRENT NEGLIGENCE OF ANY

INDEMNITEE, WHETHER ACTIVE OR PASSIVE, STRICT LIABILITY, LATENT, PATENT, OR PRE-EXISTING DEFECTS OR CONDITIONS, AND EVEN THOUGH THE INDEMNITOR MAY BE PROTECTED FROM DIRECT SUIT BY STATE WORKERS' COMPENSATION LAWS OR ANY OTHER WORKERS' COMPENSATION LAWS. NOTWITHSTANDING THIS PARAGRAPH, NO INDEMNIFYING PARTY UNDER THIS CONTRACT SHALL BE LIABLE TO AN INDEMNIFIED PARTY TO THE EXTENT OF CLAIMS CAUSED BY THE INDEMNIFIED PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

- Client agrees to indemnify, defend, and hold harmless Company and its affiliates, vendors, officers, directors, and agents from and against any and all losses, claims, liabilities, damages, expenses, or costs (including reasonable attorneys' fees) arising out of or relating to: (a) any breach by Advertiser of this Agreement; (b) any claim that company's, Advertiser's content or materials infringe or violate the rights of any third party; and (c) any harm or damages suffered by Client due to company's failure to perform, including but not limited to lost revenue, missed business opportunities, reputational harm, and consequential or indirect damages.

## 9. REGULATORY COMPLIANCE

### 9.1 Regulatory Adherence

- Strict compliance with:
  - Data protection laws
  - Marketing regulations
  - Industry-specific legal requirements
- Ongoing monitoring and verification

## 10. DISPUTE RESOLUTION

### 10.1 Jurisdiction and Resolution

- Exclusive jurisdiction: Miami-Dade County, Florida
- Binding arbitration under American Arbitration Association rules
- Minimization of litigation expenses
- Expedited dispute resolution process

## 11. TERMINATION AND ACCOUNT MANAGEMENT

### 11.1 Account Inactivity Policy

- 90-day inactivity trigger for account review
- 30-day notification before potential data archival
- Reactivation requires new transaction or subscription renewal

## 11.2 Termination Conditions

- Immediate termination for:
  - Fraudulent activities
  - Breach of agreement terms
  - Repeated non-compliance

## 12. CONFIDENTIALITY AND NON-DISCLOSURE

### 12.1 Confidential Information Protection

- Prohibition of proprietary information disclosure
- Two-year non-compete provision
- Strict confidentiality requirements

## 13. MODIFICATION OF TERMS

### 13.1 Terms Amendment

- Company reserves right to modify terms
- Electronic notification of changes
- Continued service usage constitutes acceptance

## 14. MISCELLANEOUS PROVISIONS

### 14.1 Entire Agreement

- These terms constitute complete understanding
- Supersedes all prior agreements
- Severability of individual provisions

## ACKNOWLEDGMENT AND ACCEPTANCE

By signing below, the Client acknowledges full understanding and acceptance of all terms and conditions herein.

Client Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized Company Representative: \_\_\_\_\_

Date: \_\_\_\_\_